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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Legal Honours.

THE LIST of New Year Honours contains numerous names of special interest to lawyers. Knighthoods are conferred on Judge EDWARD BRAY, on Master T. WILLES CHITTY, and on Mr. R. S. TAYLOR, an ex-president of the Law Society. His Honour Judge BRAY was appointed as a County Court judge in 1905, and is the Chairman of the Council of County Court Judges. At the Bar he had a great reputation as a sound and learned lawyer. Master WILLES CHITTY is, perhaps, recognized as the leading authority of the day on common law, and has done very useful service as managing editor of the "Laws of England." Both these appointments may be taken as a recognition of the value of learning in the common law. Master CHITTY is also a member of Lord SUMNER'S Commercial Law Committee. Mr. TAYLOR was president of the Law Society in 1915-16, and has since been chairman of the Law Society Advisory Committee, and also chairman of the Civil Liabilities Committee. K.C.B.'s are conferred upon Mr. ALBERT GRAY, K.C., counsel to the Chairman of Committees, House of Lords, and Mr. E. R. MOON, K.C., counsel to the Speaker. A knighthood is conferred on Mr. A. W. SOWARD, and a C.B. on Mr. R. V. N. HOPKINS, both Inland Revenue Commissioners and secretaries to the Commissioners.

Judicial Honours.

THE LIST of honours includes a baronetcy for Mr. Justice ROSS, a Judge of the Chancery Division in Ireland, and honours are conferred also on a good many Overseas Judges: a knighthood on Mr. Justice FLETCHER, a Judge of the High Court of Calcutta; Privy Counsellorships on Sir LOUIS DAVIES, Chief Justice of Canada; and Mr. Justice LYMAN P. DUFF, a Judge of the Supreme Court of Canada; and knighthoods upon Mr. LEICESTER P. BEAUFORT, late Judge of the High Court of Northern Rhodesia; Mr. Justice WORLEY B. EDWARDS, a Judge of the Supreme Court of New Zealand; Mr. THOMAS W. HAYCRAFT, Chief Justice of Grenada; and Mr. JAMES W. MORRISON, Judge of Zanzibar. It is very fitting that the value of judicial services in the different parts of the British Dominions should be recognized. We are all acquainted with the value of judgments of the Irish Courts; and we have occasion from time to time

to notice the learning and care displayed by judgments in the Oversea Courts—in particular Canada and Australia and New Zealand.

The Peace Settlement and the League of Nations.

THE VISIT of President WILSON to this country has naturally been the occasion for giving expression to the general desire to provide, if it be possible, for some common arrangement between States whereby the chances of the recurrence of war may be minimised. In this connection special interest attaches to the deputation from the League of Nations Union which waited on Mr. WILSON last Saturday, and which included Viscount GREY (the President), and the Archbishop of CANTERBURY, Lord BRYCE, and Mr. ASQUITH (Vice-Presidents). The Address which was presented on behalf of the Union included the following:—

> The society which we represent exists to support the policy announced by you of establishing a League of Nations for the maintenance of international right and the preservation of permanent peace, and we hail your powerful advocacy of that cause as a sure harbinger of its ultimate success. The moral sense of the people in all civilized lands has been stirred to its depths by the experiences of the recent world conflict. We are convinced that it will rally to the support of those who, in adjusting the terms of peace, base their proposals upon such a reorganization of international society as will remove from future generations the menace of war.

It is announced that at the Peace Conference Lord ROBERT CECIL will supervise all matters arising in connection with the League of Nations, and it may be taken that due prominence will be given to the importance of dealing with this, either as part of the settlement or as a consequence of it. As he has said in his recent letter to Mr. J. H. THOMAS (*Times*, 27th ult.), for the policy of the League of Nations to be successfully inaugurated "we shall require not an ordinary Treaty of Peace with a few clauses added to bring into existence a League of Nations, but a settlement every line of which is inspired by the League of Nations spirit."

International Law.

WE REPRINT elsewhere an interesting letter to the *Times* recently by Professor HOLLAND, in which that eminent authority tries to remove some misconceptions as to the nature of public and private international law. Public international law should occupy as between different States the position that municipal or national law occupies as between individuals of the same State. It is a body of rules to which States can appeal for the regulation of their rights and liabilities *inter se*, similar to the rules to which a private citizen can look to regulate his rights and liabilities as regards his fellow citizens. Though, when we speak of rights and liabilities of States *inter se*, it must not be overlooked that these inter-State relations may affect individuals of the States concerned as well as the State as a whole. Thus individuals are directly affected by the rules of blockade and capture, which are a part of public international law. There is, however, the all-important difference between international law and municipal law, that in the latter the citizen who appeals to it can look to the judicial authority in the State to declare his rights and to the executive authority to enforce them. The laws are supported by a sanction resting ultimately on force. International law lacks this sanction, and in consequence it has been doubted whether it is law at all in the strict sense, or whether it is not merely usage which each State can observe or not as it thinks fit. Hence, as Professor WESTLAKE pointed out, it is difficult to frame any verbal definition of law which shall include both national and international law: Private International Law, 5th ed., p. 3. If, however, we adopt the not unreasonable view that all law in fact rests upon consent rather than upon force, then those rules of international law which have received general assent, and are uniformly applied, can be regarded as true rules of law.

The Conflict of Laws.

BUT WHEN we pass from public international law, or international law proper, to what has often been called private international law, we are in fact leaving the sphere of international law altogether; and the question involved is not one of law affecting States *inter se*, or individuals as members of their respective States, but of the particular national law which is to be applied as between private litigants when, for any reason, their rights or liabilities are affected by residence in, or other connection with, a State different from that in the courts of which the matter has to be determined. It was seen in the middle of the last century that for such cases the term "private international law" was inappropriate, and the suggestion that the expression "conflict of laws" should be substituted has found favour: see Professor HOLLAND's Jurisprudence, 12th ed., p. 420, *et. seq.* The question, indeed, is to decide by which of one or more competing systems of national law the particular case is to be decided, and the so-called private international law comprises the system of rules by which the selection is made. There is the preliminary question—also included in the same branch of law—of deciding the *forum* in which the matter is to be litigated, and if the *lex fori* applies, then the matter is easy; but if the law applicable is a different law, such as the *lex domicilii*, or the *lex loci contractus*, evidence has to be obtained to shew what that law is. Thus, as far as English jurisdiction is concerned, this species of law is a part of the national law; it comprises the rules by which an English court selects the particular system of law to be applied. A French court might select the appropriate law by different rules; and hence there may be as many systems of "private international law" as there are civilized States. In this country the "conflict of laws" is essentially the product of case-law, and the number of decisions is continually increasing. Perhaps the most interesting recent case is *Casadagli* v. *Casadagli*, in the House of Lords (*ante*, p. 39), on the effect of foreign domicil on jurisdiction in divorce.

A Trustee's Claim for Costs Against an Assigned Share.

IT IS a well-recognized rule, founded on *Dearle* v. *Hall* (3 Russ. 1, 48), and explained in *Ward* v. *Duncombe* (1893, A. C. 369), that an assignee from a *cestui que trust* secures his own priority over subsequent incumbrancers by giving notice of the assignment to the trustee; but, of course, his claim against the *cestui que trust's* share of the trust fund will be subject to any claims which the trustee then has against the *cestui que trust*. Will it also be subject to claims which may thereafter arise in favour of the trustee? So far as these are claims to costs against the share in respect of the ordinary administration of the trust the assignee will, of course, take subject to them, for the subject of his assignment is only the beneficial interest in the balance remaining due to the *cestui que trust*, after the whole or a proper proportion of these costs, as the case may be, have been provided for. But suppose the claim of the trustee is not for costs incurred in the ordinary course of administration, but is for costs incurred by the conduct of the *cestui que trust*—such as an improper claim to accounts—which in the result are directed to be borne by the *cestui que trust* personally. It would seem, from a passage in the judgment of HALL, V.C., in *Re Knapman* (18 Ch. D., p. 307), that even in this case the trustee would be entitled to retain these costs out of the share as against the assignee; but in *Re Pain* (reported elsewhere; 1919, 1 Ch. 38) YOUNGER, J., has held that this goes too far. In such a case the claim of the trustee is not in respect of anything arising in the ordinary course of the administration of the trust. It is a claim arising specifically against the *cestui que trust*, and caused by his conduct, after the title of the assignee has been duly protected by notice, and it cannot be enforced against the share in derogation of that title. If, however, the assignee has stood by while the costs were being incurred, in the hope of gaining any benefit that might accrue thereby, then he loses this priority over the trustee; and such was in fact the result in the present case.

Liability for Damage by Rats.

A PLEADER who endeavours to create a new cause of action runs considerable risk of his attempt being unsuccessful, and this rule is illustrated by the decision of the Divisional Court (BRAY and AVORY, JJ.) in *Stearn* v. *Prentice Bros. (Limited)* (*Times*, 21st ult.). The defendants had a factory near the plaintiff's fields. A heap of bones on the factory premises appears to have been an attraction to rats, and the rats found their way in damaging numbers on to the plaintiff's land. An action for damages was brought in the Stowmarket County Court, but failed. Hence the appeal to the Divisional Court. Now the question of damage by rabbits arose in 1598 in *Boulston's case* (3 Rep. 104b), and it was "adjudged in the Common Pleas that if a man makes coney-boroughs in his own land, which increase in so great number that they destroy his neighbour's land next adjoining, his neighbours cannot have an action on the case against him who makes the said coney-boroughs; for so soon as the coneys come on his neighbour's land he may kill them, for they are *ferœ naturæ*, and he who makes the coney-boroughs has no property in them, and he shall not be punished for the damage which the coneys do in which he has no property, and which the other may lawfully kill." The reasoning of this seems defective, for the neighbour may not wish to spend his time shooting rabbits; but the case was followed in Ireland in *Brady* v. *Warren* (1900, 2 Ir. R. 632), and in the present case it has been held to be applicable to rats. In *Farrer* v. *Nelson* (15 Q. B. D. 258) it was held, indeed, that a tenant of land, where the right of shooting is reserved, can maintain an action against the persons entitled to the right of shooting for overstocking the land with game so as to cause damage to the tenant's crops. But this was distinguished by the Divisional Court in the present case on the ground that the tenant had no remedy by shooting the game. But, as just intimated, there seems to be no reason why the adjoining owner should have the burden imposed upon him of keeping down his neighbour's wild animals; and if he might be willing to do so in the case of rabbits or game, in consideration of their value, it does not follow that he would be equally willing in the case of rats. We imagine that the claim in the present case was one which deserved and might reasonably have been expected to receive a better fate.

Donations *Mortis Causa.*

THERE are, perhaps, few principles which have been left so entirely unassisted by statute law as those relating to donations *mortis causa*, and yet there are inconsistencies in the cases which it seems impossible to explain on any intelligible, or, at least, on any convenient ground, and which might well receive the consideration of the Legislature. The question is suggested by the rule that, while there can be a valid donation *mortis causa* of many forms of intangible property by the delivery of a document of title, yet there can be no such donation of stocks or shares by the delivery of the certificate which represents them; and now that Government stock is an investment available for Post Office depositors, the rule has led to subtle distinctions as to when the delivery of the deposit book operates as a good donation or not. The decision of ASTBURY, J., in *Re Lee* (1918, 2 Ch. 320) is the latest example of this.

The doctrine of donations *mortis causa* is taken from the civil law, and it was said by Lord HARDWICKE, C., in *Ward* v. *Turner* (2 Ves. S. 431), that they were not to be allowed farther than in the civil law they had been received and allowed. The gift must, on the evidence, satisfy the two conditions, that it must be made in contemplation of death, and that it must be intended to be absolute only in the event of death. But the main requirement introduced from the civil law is that delivery of the subject matter of the gift is essential to its validity. "By the civil law," said Lord HARDWICKE, in the judgment just referred to, "as received and allowed in England and, consequently, by the law of England, tradition or delivery is necessary to make a good donation *mortis causa*." And this means actual delivery; a delivery which is merely symbolical is not sufficient. But in the case of bulky goods in a warehouse, the delivery of the key is not merely symbolical, but, as Lord HARDWICKE said, is "the way of coming at the possession." And, generally, whether the articles are bulky or not, the delivery of the key of the box, or other receptacle in which they are deposited, is equivalent for this purpose to actual delivery of the articles: see the judgment of SARGANT, J., in *Re Wasserberg* (1915, 1 Ch. 195), where, perhaps, this principle was carried somewhat far.

But the real difficulties as to delivery arise in the case of the numerous forms of property which are intangible or in the nature of *choses in action*. Where the delivery passes the property, as in the case of bank notes or other securities payable to bearer, it is, of course, sufficient: *Miller* v. *Miller* (3 P. Wms. 356). But the passing of the property by the act of delivery is not essential, for instruments requiring the indorsement of the donor may be made the subject of a donation *mortis causa*, though not indorsed, such as promissory notes or bills of exchange payable to the donor or order (*Veal* v. *Veal*, 27 Beav. 303; *Re Mead*, 15 Ch. D. 651); or cheques of a third party similarly payable: *Clement* v. *Cheesman* (27 Ch. D. 631). The donor's own cheque is in a different position, since the authority to pay it is revoked by death, and the gift is only complete if the cheque is cashed before his death (*Hewitt* v. *Kaye*, 6 Eq. 198; *Re Beak's Estate*, 16 Eq. 489; *Re Beaumont*, 1902, 1 Ch. 889); or, if not actually cashed, it must have been presented and payment only postponed for some banking precaution, the amount being in fact available at the bank to meet it: *Bromley* v. *Brunton* (6 Eq. 275). A cheque on an overdrawn account is not a good donation *mortis causa*, unless the bank, before the donor's death, makes an advance sufficient to honour it: see *Re Beaumont*.

But the doctrine is not confined to gifts of negotiable securities. Any instrument which shews that money is due to the donor, and also the terms on which it is held by the debtor, can, it seems, be the subject of a donation *mortis causa*, so as to entitle the donee to receive the money, though he may have to sue for it in the name of the donor's personal representatives. Thus, while the delivery of a mere receipt for money is not effective, it is otherwise if the receipt—for instance, a deposit receipt—shews the terms of the contract. "The mere fact of deposit," said COTTON, L.J., in *Re Dillon* (44 Ch. D. 76), "would create a debt; but the document, besides acknowledging the receipt of money, expressed the terms on which it was held, and shewed what the contract between the parties was." Hence, in that case, a donation *mortis causa* of a banker's deposit receipt was upheld. The receipt also contained a form of cheque for withdrawal, and this the donor had filled up and signed; but, since it was not presented before his death, the cheque would not have assisted the gift. But in fact it was not required: see also *Hudson* v. *Spencer* (1910, 2 Ch. 285).

The instruments mentioned above constitute the title to money which is payable either immediately or in the future, and, in general, a delivery of the instrument gives to the donee, in the event of the death of the donor, a right to the money. In the case of instruments of title to stocks or shares there is no money actually payable to the owner; his right is to receive the income, and, should he desire to realise the investment and make it available as money, he must do this by means of a sale. This is, perhaps, the reason why certificates and other instruments of title to stocks and shares have not been recognized as the subject matter of a donation *mortis causa*. The delivery of the certificate is not treated as the delivery of the investment. This dates from *Ward* v. *Turner* (*supra*), where it was held that delivery of receipts for South Sea Annuities did not constitute a donation *mortis causa;* though it is possible that all the reasoning in that case would not apply to certificates of shares, for Lord

HARDWICKE treated the receipts as valueless as instruments of title; they were, in his view, merely of value as identifying the person entitled to receive the stock, and nothing but waste paper after the stock had been accepted. This does not seem to go far towards ruling out in the same way the certificates given when stock or shares are issued. But Lord HARDWICKE'S point, that stocks and annuities were capable of every legal transfer, applies to stocks and shares generally, and it seems ever since to have been treated as settled that these cannot be made the subject of a donation *mortis causa* by delivery of the *indicia* of title: *Moore* v. *Moore* (18 Eq. 474); *Re Weston* (1902, 1 Ch. 680).

The case of delivery of a mortgage deed seems to be intermediate to those of instruments representing debts and instruments representing stocks and shares. In *Ward* v. *Turner* (*supra*) it was referred to incidentally by Lord HARDWICKE, but only for the purpose of pointing out that, if a receipt for the mortgage money had been taken by the mortgagee separately from the mortgage deed, the delivery of the receipt would not have been a good delivery of possession so as to make a donation *mortis causa* of the mortgage. He seems to have assumed that the delivery of the mortgage deed itself would be effectual, and this was pointed out by Lord ELDON in *Duffield* v. *Elwes* (1 Bligh N. S. 497), where the question arose. An attempt was made there to defeat the gift on the ground that it came within the principle that equity will not assist an incomplete voluntary gift. But Lord ELDON held that the fact of the gift necessarily remaining incomplete till after the death of the donor put it outside the rule. "The question," he said, "can never be what the donor can be compelled to do, but what the donee, in the case of a *donatio mortis causa*, can call upon the representatives, real or personal, of that donor to do." And the delivery of the mortgage deed he placed upon the same footing as the delivery of a bond. It gave to the donor the same right to have the mortgage deed paid for his benefit, and none the less that there was, in addition, the security on land. The investment was personal property, and the objection that the interest in the land could only pass by writing under the Statute of Frauds was got over by saying that there was an implied trust for the donor which was outside the statute, and which a court of equity would execute.

It will be seen that in all the cases where the delivery does not pass the legal interest in the property the intervention of equity is required in order to compel the representatives of the donor to complete the gift; and, this being so, there seems to be no reason in principle for confining the intervention of equity to cases where the instrument of title handed over directly represents money, and excluding it where the instrument represents other property, such as shares. The result of the distinction has been to introduce quite needless difficulty in deciding questions as to donations *mortis causa* of investments made by the Post Office. If a particular portion of Government security has, under the rules and practice, been allotted to a depositor, then he is the owner of the security, and a donation *mortis causa* cannot be made of it by delivery of the deposit book and investment certificate: *Re Andrews* (1902, 2 Ch. 394). If, however, there has been no allotment to the depositor of any specific Government security, then the delivery of the deposit book will be a good gift of whatever security he may be entitled to have allotted to him. Such appears to be the effect of the decision of ASTBURY, J., in *Re Lee* (1918, 2 Ch. 320), but it depends on the effect of the rules and practice of the Post Office, and it is submitted that, apart from mere technicalities, there is no distinction between the two cases. If it is worth while to allow donations *mortis causa* at all, it is worth while to allow them on a broad and intelligible basis, and this would include the gift of shares by the delivery of the certificate. The intervention of equity in such a case to complete the gift would be on the same footing as in cases where the delivery of the instrument of title is held to be effectual to constitute a good gift, though it does not pass the legal property.

The Problems of a League of Nations.

I.

IF no effective progress is made with the project for a League of Nations it will not be for want of careful and sympathetic discussion of the matter by competent writers. The daily press is full of the commendations of statesmen, but their published statements have not so far attempted to deal with practical details. These are to be found in the publications of the American and British Societies formed to advance the project, and considerable light, too, is thrown on the problem by works such as those before us.*

Prof. OPPENHEIM, who places on his title page the motto "*Festina lente*," considers that the development initiated by the two Hague Peace Conferences of 1899 and 1907 can be continued by turning the movement for a League of Nations into the road of progress that these Conferences opened. Professional international lawyers, he says, do not share the belief that the outbreak of the World War and its, in many ways, lawless and atrocious conduct have proved the futility of the Hague Conferences. "Throughout these anxious years we have upheld the opinion that the progress initiated at the Hague has by no means been swept away by the attitude of lawlessness deliberately—'because necessity knows no law'—taken up by Germany, provided only she should be utterly defeated, and should be compelled to atone and make ample reparation for the many cruel wrongs which cry to Heaven. While I am writing these lines, there is happily no longer any doubt that this condition will be fulfilled. We therefore believe that, after the map of Europe has been redrawn by the coming Peace Congress, the third Conference ought to assemble at the Hague for the purpose of establishing the demanded League of Nations and supplying it with the rudiments of an organization" (Preface, p. vi.).

For to Prof. OPPENHEIM the conception and existence of a League of Nations is not historically new:—"Any kind of an International Law and some kind or other of a League of Nations are interdependent and correlative." And since there has been for some 400 years International Law of a kind in Europe, there has been for the same period a League of Nations, though it has lacked organization. The points to be aimed at in the desired new League of Nations he defines as follows:—

> "First, this new League would be founded upon a solemn treaty, whereas the League of Nations hitherto was only based upon custom.
>
> "Secondly, for the purpose of making war rarer or of abolishing it altogether, this new League of Nations would enact the rule that no State is allowed to resort to arms without previously having submitted the dispute to an International Court or a Council of Conciliation.
>
> "Thirdly, this new League of Nations would be compelled to create some kind of organization for itself, because otherwise it could not realize its purpose to make war rarer or abolish it altogether."

But Prof. OPPENHEIM stops short of identifying the League of Nations—or, rather, as he points out, the League of States—with a World State based on the federal plan of the United States: "A Federal State comprising all the single States of the whole civilized world is a Utopia, and an International Army and Navy would be a danger to the peace of the world." And subsequently:—"This International Army and Navy would be the most powerful instrument of force which the world has ever seen, because every attempt to resist it would be futile." The question *Quis custodiet ipsos custodes* would arise, and would be answered by reviving within the League some kind of a Balance of Power. Hence Prof. OPPENHEIM confines the aims of a League of Nations to the three points:—(1) Settlement of judicial disputes by an International Court of Justice, with an agreement by all the members to abide by the result; (2) the submission before recourse to arms of all other disputes to an International Council of Conciliation; (3) provision for the combination of the economic, military and naval forces of the members to enforce the first two points. The practical realization of these aims depends, according to Prof. OPPENHEIM, on four problems:—(1) The problem of the organization of the League; (2) the problem of legislation within the League; (3) the problem of administration of justice within the League; and (4) the problem of mediation

* The League of Nations and its Problems. Three Lectures by L. Oppenheim M.A., LL.D., Whewell Professor of International Law in the University of Cambridge. Longman, Green & Co. 6s. net.

A League of Nations with Large Powers. By F. W. Keen, LL.B., with a Preface by the Rt. Hon. Sir W. H. Dickinson, K.B.E. George Allen & Unwin (Limited).

The Peace Conference and After. Introduction by Viscount Grey of Fallodon, K.G. I. Windows of Freedom: II. Some Principles and Problems of the Peace Settlement. Macmillan & Co. (Limited). 1s.

within the League. The first two are discussed in the second, the latter two in his third lecture.

In discussing the problem of organization he returns to the question of a World State and develops the argument against it. "So much is certain, that every attempt at organizing this League must start from, and must keep intact, the independence and the equality of all civilized States. It is for this reason that a Central Political Authority above the Sovereign States can never be thought of. Every attempt to organize a League of Nations on the model of a Federal State is futile." As indicated in the passage we have quoted from the preface, Prof. OPPENHEIM looks for the foundation of the League of Nations in the establishment of the Permanent Court of Arbitration at the Hague, and in provision for the periodical assembling of Hague Peace Conferences. There would thus be a permanent Court and permanent conduct of all such international matters as require international legislation or other international action. Such an organization might be immature, but it would be a beginning, and a basis for further gradual development. Prof. OPPENHEIM lays stress on the importance of the organization of the new League of Nations not depending on any new scheme, but starting from the beginning made by the two Hague Conferences.

It follows that all those States which took part in the second Hague Peace Conference—forty-four in number—would have to be admitted to the League, including, of course, the Central Powers. As to the admission of Germany, Prof. OPPENHEIM postulates her utter defeat, a condition which has now been fulfilled: "The utter defeat of Germany is a necessary preliminary condition to the possibility of her entrance into a League of Nations." And this condition being fulfilled, the inclusion of Germany is a necessity: "The world would be proved not ripe for a new League of Nations if peace were concluded with an undefeated Germany, and the League would miss its purpose if to a defeated and repenting Germany entrance into it were refused." And equally he thinks it necessary that small States should be admitted into the League, since, inasmuch as the Community of States consists of Sovereign States, it does not possess any means of compelling a minority of States to fall in with the view of the majority. Hence he lays down a series of principles for the organization of the new League of Nations, which may be summarized as follows:—

(1) The League to be composed of all civilized States which recognize one another's external and internal independence and absolute equality before International Law.

(2) The chief organ of the League to be the Peace Conference at the Hague, meeting periodically without being specially convened; its task being the gradual codification of International Law and the agreement upon such International Conventions as are from time to time necessitated by new circumstances and conditions.

(3) The creation of a permanent Council of the Conference to conduct the current business of the League.

(4) Every recognized Sovereign State to have the right to take part in the Peace Conferences.

(5) and (6) Resolutions of the Conference to come into force only so far as ratified by the several States concerned, and to be binding only on the States which ratify them.

(7) All members to agree to submit judicial disputes to International Courts, and to abide by their judgments; and to agree to submit, before resort to arms, all non-judicial disputes to International Councils of Conciliation. These agreements to be enforced by the combined economic, military and naval forces of the members of the League.

[*To be continued.*]

Books of the Week.

Criminal Law.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, August 20th and 21st; October 15th, 24th and 25th; November 4th, 1918. Edited by HERMAN COHEN, Barrister-at-Law. Vol. XIII., Part 8. Stevens & Haynes. 6s. net.

The Land of Destiny and Other Poems. Being Some Indiscretions of the Long Vacation. By ERNEST E. WILD. Elkin Matthews. 2s. 6d. and 3s. 6d. net.

International Law Notes. December, 1918 (September Number). Stevens & Sons (Limited). Sweet & Maxwell (Limited). 3s.

At Bow-street Police Court, last Saturday, before Sir John Dickinson, Anthony John Norris, of Berkeley-gardens, Kensington, formerly practising as a solicitor in Bedford-row, under the style of Norris & Norris, was committed for trial (on bail) on three charges of appropriating to his own use and benefit trust funds amounting to about £7,000.

Correspondence.

Conditions of Admission of Solicitors.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I have just read the letter of Mr. H. A. Woolley in your issue of the 14th inst.

I find it difficult to understand how anyone could put forward such a suggestion as that which he makes.

Practically the only argument he is able to produce is that some solicitors are unsuccessful in practice. Such men do not obtain a practice of any importance, and yet it is suggested that every man who wishes to practise must obtain all kinds of outside support, and only be allowed to commence business after, among other things, an interview with representatives of the Law Society.

In other words, practically a monopoly is to be kept for those members of the profession who are already in practice, and those of us who have not yet commenced are to be placed under restrictions and conditions. A more self-interested suggestion it is difficult to conceive.

Again, it is suggested that the number of solicitors should be kept down to its present or pre-war number. Three thousand solicitors and articled clerks have been proud to fight in their country's cause during the last four years, and I am sure that not one of us expects or desires thanks for this. We do, however, expect to be allowed to come back as far as possible to pre-war conditions, and I feel that your correspondent's letter cannot be allowed to pass without protest, though I do not think for one moment that it will be taken seriously by the profession as a whole.

There is one merit only in it—Mr. Woolley has the courage to sign his name.

HENRY J. SAUNDERS, Solicitor.

11th Royal Fusiliers, B.E.F. Dec. 22, 1918.

CASES OF LAST SITTINGS.

House of Lords.

BANK LINE (LIM.) v. ARTHUR CAPEL & CO. 15th, 16th November; 12th December.

SHIPPING—TIME CHARTER—GENERAL REQUISITION OF SHIP BEFORE SERVICE COMMENCED UNDER CONTRACT—FRUSTRATION OF ADVENTURE.

Before a vessel chartered by the plaintiffs under a time policy had entered on her service, she was requisitioned by the Government. Subsequently her owners got the vessel released in exchange for another ship, and sold the released vessel.

In an action by the charterers for breach of contract,

Held, that the doctrine of frustration applied equally to the case of a vessel chartered under a time policy as to one chartered for a voyage. The requisition was for an indefinite period, and, therefore, the contract became inoperative on the date of the requisition, and the shipowners were entitled to treat it as at an end from that date. Nor was there to be implied a condition that, should the vessel be released during the period of the charter party, it became the duty of the shipowner to tender her to the charterers.

Appeal by the defendants in an action to recover damages for alleged failure to put at the disposal of the plaintiffs the s.s. *Quito*, which the plaintiffs had chartered from the defendants for a period of twelve months. By the points of defence it was alleged that the vessel had been requisitioned by the British Government, and that the charter was put an end to by such requisition from its date (11th May, 1915). The case was tried before Rowlatt, J., who held in favour of the defendants. In the event of his decision being reversed on appeal, he found the damages to be £13,000. The Court of Appeal (Scrutton, L.J., dissenting) reversed Rowlatt, J., and entered judgment for the plaintiffs for the damages found by the learned judge. The Bank Line (Limited) appealed.

After consideration, THE HOUSE (Viscount HALDANE dissenting) allowed the appeal, and restored the judgment entered at the trial for the defendants.

Lord FINLAY, C., said that the charter party was dated 16th February, 1915, and was for twelve months from the time the vessel should be placed at the disposal of the plaintiffs. There was a delay in this being done owing to the vessel having to go into dock for repairs, and while in dock she was requisitioned. Efforts to get the vessel released were made by the defendants, but ultimately the Government took her over. In July, 1915, however, the defendants received an offer from a third party to purchase *The Quito*. They thereupon again approached the Government, and in August an agreement was come to whereby the Government were to be supplied with another vessel, and *The Quito* was released and sold by her owners to the third party. The plaintiffs claimed damages, alleging that there was a term to be implied from the contract that in such an event they were to be offered the use of the vessel for the residue of the period of hire. The defendants denied the claim, and said that the requisitioning of the vessel had cancelled the charter party, as it amounted to a frustration of the adventure.

The plaintiffs denied that the doctrine of frustration applied at all, and denied that in fact there was any frustration of the adventure. Rowlatt, J., and Scrutton, L.J., held that the charter-party was at an end, while Pickford and Warrington, L.JJ., held that the charter-party was still in existence and awarded the plaintiffs damages on a scale that worked out at £13,000. In support of their contention, the shipowners relied on *Metropolitan Water Board* v. *Dick, Kerr, & Co.* (1918, A. C. 119). The Lord Chancellor referred to cases which had been cited, especially to that of the *Tamplin Steamship Co.* v. *Anglo-Mexican, &c., Co.* (1916, 2 A. C. 397). It was true that in the present case events shewed that the release of *The Quito* was obtained by providing another ship in her stead; but not until such a time had elapsed that the shipowners were entitled to treat the contract as having become inoperative from circumstances outside their control. For these reasons he agreed with Rowlatt, J., and Scrutton, L.J., and was of opinion that the appeal should be allowed with costs there and below.

Viscount HALDANE dissented. He thought there was nothing in the charter-party which excluded the doctrine of frustration if the circumstances proved at the trial amounted in law to so much. But the question here was whether what happened amounted to a complete frustration of the adventure. He agreed with the majority of the Court of Appeal that the parties believed it might be that the vessel would be released before the period of hire ceased to run. In that view there should have been an offer of the vessel to the charterers when she was released. He agreed, therefore, with the majority of the Court of Appeal, and was in favour of the appeal being dismissed.

Lord SHAW gave judgment in favour of the appeal being allowed.

Lord SUMNER also agreed that the appeal must succeed. He dealt with the doctrine of frustration, and said that originally it was thought that it applied only to contract for a voyage and not to time charters. It was clear from more recent decisions that it now applied equally to both. Another point that had been taken was that the appellants were not at liberty to dispose of the ship unless they had the consent of the charterers to do so. He did not agree. If the view be that the requisitioning of *The Quito* destroyed the identity of the charter service and made the charter as a matter of business a totally different thing, the contract had gone. The shipowners were under no obligation to tender the vessel on her release or inform the charterers that they had got her back.

Lord WRENBURY thought the appeal should succeed. Appeal allowed, with costs. COUNSEL, for the appellants, *F. D. Mackinnon*, K.C., and *Raeburn*; for the respondents, *D. C. Leck*, K.C., *Dunlop*, and *Sir Robert Aske*. SOLICITORS, *Holman, Fenwick, & Willan*; *W. C. Dawson & Loncaster*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

Re **DELOITTE. GRIFFITHS v. ALLBEURY.** No. 1. 3rd December.

WILL—CONSTRUCTION—CLASS—GIFT TO CHILDREN WHO ATTAIN TWENTY-ONE—CLOSING OF CLASS ON ELDEST ATTAINING TWENTY-ONE—INTENTION TO EXCLUDE RULE OF CONVENIENCE—POWER OF ADVANCEMENT—"PRESUMPTIVE OR VESTED SHARE."

Two legacies of £3,000 and £4,000 were given by a will in trust for all the children of E. A. who should attain the age of twenty-one, subject in the case of the £4,000 legacy to an intervening life interest. The trustees of the will were given a power of advancement out of the "presumptive or vested" share of any child.

Held (*reversing* Sargant, J.), *that there was no intention shewn by the advancement clause to exclude the rule in* Andrews v. Partington (3 *Bro. C. C.* 401), *and that the class was closed upon the eldest child of E. A. attaining the age of twenty-one.*

Appeal by one of the defendants, William Allbeury, from a decision of Sargant, J. The testatrix, by her will, bequeathed a legacy of £4,000 to trustees in trust to pay the income to Mrs. E. D. Bonner for her life, with remainder to all the children equally, or any the child, if only one, of the present or future marriage of Edward Allbeury, who should, whether living at her death or born afterwards, attain the age of twenty-one; and she further bequeathed a legacy of £3,000 in trust for all such the said children or child of the said Edward Allbeury in manner aforesaid as should attain the age of twenty-one. And she declared that it should be lawful for her trustees at their discretion to raise any part or parts, not exceeding in the whole one-third, of the presumptive or vested share of any such child, and to apply the same for his or her advancement or benefit as her trustees should think fit. Mrs. Bonner and Edward Allbeury were both still living, and the latter had had issue one child, the defendant, William Allbeury, who attained twenty-one in April, 1918. A summons having been taken out to determine the construction of the will, Sargant, J., held, following *Iredell* v. *Iredell* (25 Beav. 485), that the language of the advancement clause referring to a child's share as presumptive or vested shewed an intention to exclude the rule in *Andrews* v. *Partington* (3 Bro. C. C. 401), and that all the children of Edward Allbeury, whenever born, were entitled to share in the legacy of £3,000. The defendant, William Allbeury, appealed.

THE COURT allowed the appeal.

SWINFEN EADY, M.R., said the appeal raised quite a short but an important point, and having read the material clauses of the will, proceeded: It was argued that the effect of the advancement clause extended to both presumptive and vested shares, and that therefore it could not have been intended to create a trust for the advancement or benefit of a legatee in respect of a legacy of which he was entitled to immediate payment. There was an established rule, known as the rule in *Andrews* v. *Partington* (3 Bro. C. C. 401), where Lord Thurlow laid it down that where a time of payment was pointed out, as where a legacy was given to all the children of A. when they should attain twenty-one, it was too late to say that the time so pointed out should not regulate among what children the distribution should be made. It must be among the children *in esse* at the time the eldest attained such age. He said he had often wondered how it came to be so decided, there being no greater inconvenience in the case of a devise than in that of a marriage settlement, where nobody doubted that the same expression meant all the children. In *Iredell* v. *Iredell* (25 Beav. 485) the rule was stated in the course of the argument as "the third principle—that where a legacy was given to a class at twenty-one, as soon as one of the class attained twenty-one the fund became distributable, and persons of that class afterwards coming into *esse* were necessarily excluded." Was there anything on the face of that will to shew an intention to exclude the rule, which was a rule of convenience to give effect to the intention of the will of the testator. With regard to the legacy of £4,000, there was an intermediate tenancy for life, and so long as that existed the rule had no application; there was no reason why it should apply. With regard to the interest taken by the legatee in the first fund, the legatee could have both a presumptive and vested share, and it could not be said what aliquot share he would take. It would be presumptively one-fifth if, for example, there were only five children in being, reducible, however, on the birth of any more. His lordship was of opinion that full effect could be given to every word in the will by applying the word "vested" to the fund of £4,000, and the word "presumptive" to the fund of £3,000. So far there was nothing to shew that the rule was excluded as to the £3,000. Turning to the authorities, in *Iredell* v. *Iredell* (*supra*) it was manifest that the rule of convenience was, on the language of the will, intended to be excluded. The testatrix contemplated that the advancement clause should apply to cases after a child had attained twenty-one or married, that is after the period at which, according to the principle of *Andrews* v. *Partington*, the child would be entitled to have payment of his share. In *Bateman* v. *Gray* (29 Beav. 447 and L. R. 6 Eq. 215) Lord Romilly took a different view on the second to that which he did on the first hearing, and held that the word "vested" was so strong, that in the face of it his previous declaration must be set aside. In his lordship's opinion the existence of a clause referring to a vested share was not applicable to prevent a share being paid which would otherwise be payable, where the same word had reference to another share, subject to a life interest, and therefore not immediately payable. For those reasons there ought to be a declaration that the defendant, who was the only son of Edward Allbeury, became entitled to the legacy of £3,000. No question now arose as to the legacy of £4,000. The appeal therefore would be allowed.

DUKE, L.J., and EVE, J., gave judgment to the same effect.—COUNSEL, *Owen Thompson*; *B. A. Hall*. SOLICITORS, *Norton, Rose, Barrington, & Co.*; *Wansey, Stammers, & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

Re **PAIN. GUSTAVSON v. HAVILAND.** Younger, J. 16th July.

TRUSTEE—ASSIGNMENT BY A BENEFICIARY OF HER SHARE—BENEFICIARY SUING FOR AN ACCOUNT—ASSIGNEE NOT OBJECTING—BENEFICIARY LIABLE FOR COSTS OF ACCOUNT—JUDICATURE ACT, 1873 (36 & 37 VICT. C. 66), S. 25 (6).

Where a beneficiary mortgaged her interest under a will, and subsequently commenced proceedings against her trustees for an account, her mortgagees being parties to the action, but not objecting to the taking of the account,

Held, that the costs of the taking of the account which were ordered to be paid by the beneficiary, nothing being found due to her, took priority of the assignees' rights because they had not resisted, but had made themselves subject to, the action.

The case of a beneficiary assignor is different from that of a trustee assignor.

Re Dacre (1916, 1 *Ch.* 344) applied.

In this case certain trustees of a will claimed that the costs of taking an account against them, nothing having been found due from them on the taking of such account, should be paid out of the beneficiary's interest in priority to the claim of her mortgagees in the following circumstances: A beneficiary under the testator's will mortgaged her life interest to secure an advance, and her mortgagees gave notice thereof to the trustees. She subsequently issued a writ against the trustees for an account, and although she did not make her mortgagees parties to that action, they were subsequently added as defendants. The mortgagees did not oppose the order for an account, and they attended the very protracted proceedings in chambers. The master ultimately found that there was nothing due to the beneficiary from the trustees. It was admitted that the beneficiary must pay for the taking of the

account, but the trustees claimed that the costs should be paid out of her interest in priority to the claim of her mortgagees.

YOUNGER, J., after stating the facts, said: Except for the observations of Vice-Chancellor Hall in *Re Knapman* (18 Ch. D. 300), which were not necessary for the decision of that case, there is no authority for the claim of the trustees. Even before section 25 (6) of the Judicature Act, 1873, in equity an assignee of the share of a beneficiary who had given notice of his assignment to the trustees was not liable for any charge on the assigned share which arose after the notice: see *Hopkins* v. *Gowan* (1 Moll. 562), *Irby* v. *Irby* (25 Beav. 632), and *Stephens* v. *Venables* (30 Beav. 625). The case of a beneficiary assignor is different from that of a trustee assignor, in whose case the assigned share is liable for a breach of trust: *Morris* v. *Livie* (1 Y. & C. C. C. 388), *Re Ducre* (1916, 1 Ch. 344). Section 25 (6) applies to choses in equity: see *King* v. *The Victoria Insurance Co.* (1896, A. C. 254) and *Torkington* v. *Magee* (1902, 2 K. B. 421). But in this case the mortgagees, who might have claimed to be joined as co-plaintiffs and put a stop to the account, have stood by and made no objection, and have thereby made themselves subject to the action. The costs, in my judgment, take priority over their rights.—COUNSEL, *Terrell*, K.C.; *E. W. Lavington*; *Horsley*; *C. G. Church*; *F. C. Barrett-Lennard*. SOLICITORS, *Tippetts*; *Pearce-Jones, & Co.*; *T. England Preston*; *J. H. Milton*.

[Reported by L. M. MAY, Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Re BROOKSBANK POOLE (Deceased). POOLE v. POOLE. Hill, J. 23rd November.

PROBATE—ADMINISTRATION—EXECUTION OF POWER OF APPOINTMENT BY WILL—SUBSEQUENT MARRIAGE—REVOCATION—APPOINTMENT MAKING APPOINTED FUND LIABLE FOR DEBTS—ADMINISTRATION WITH WILL ANNEXED SO FAR AS IT RELATED TO APPOINTMENT—ADMINISTRATION TO WIDOW IN PREFERENCE TO APPOINTEE WHO WAS NEXT OF KIN—FORM OF ORDER—WILLS ACT, 1837 (1 VICT. c. 26), s. 18.

P. made a will the effect of which was to exercise a general power of appointment in favour of his son, thereby making the appointed fund part of his estate for payment of debts, and also disposed of his general estate. He afterwards married and died without having made a fresh will. It was admitted that by virtue of the Wills Act, 1837, s. 18, the will was revoked as to the general estate, but was not revoked so far as it was an exercise of the power. The testator's son was a person of unsound mind, not so found, and a receiver of his estate had been appointed in lunacy. The action was brought by the testator's widow claiming administration. The son, who was his sole next of kin, was made defendant, and appeared by the receiver. The receiver claimed that the administration should be granted to him for the use of the son.

Held, that the grant must be made to the widow, but must be a general grant of administration, with so much only of the will annexed as related to the appointed fund, not a grant of administration limited to the appointed fund. The costs of all parties were ordered to be paid out of the whole estate, including the appointed fund.

J. B. Poole, by his will dated 21st October, 1902, gave all his residuary estate, including a legacy bequeathed to him by the will of Frances Grant, to a trustee upon trust for sale and conversion, and out of the proceeds to pay his funeral and testamentary expenses and debts and legacies, and to invest the residue, and stand possessed of the investments, and the income thereof, upon trust for his only son, if and when he should attain the age of twenty-one years or marry, absolutely; and if he should die under that age and unmarried, in trust for Mrs. E. Wadeson, who was the sister of the testator's late wife, absolutely. The legacy referred to was a gift of £8,000 in trust to apply the income for the testator's benefit during his life, with a general power for the testator to appoint £4,000 thereof by will. The testator was a widower at the date of his will, but on 28th December, 1916, he married the plaintiff. He died on 25th July, 1917, leaving the plaintiff him surviving. The son mentioned in the testator's will had attained twenty-one in the testator's lifetime, but had, after attaining that age, become of unsound mind, not so found, and had for about two years before the testator's death been detained in the County Asylum at Denbigh. After the testator's death, Mrs. Wadeson, who claimed to be the only next of kin of the testator's son, procured the appointment of her own son-in-law as receiver in lunacy of his estate. She claimed to be a creditor of testator's estate for £1,000 in respect of a policy for that amount upon the testator's life, which she alleged he had given to her, and on which he had covenanted to pay the premiums, but had failed to do. There was a similar claim against the testator's estate by a Mrs. Sale in respect of a policy for £500. This action was brought by the testator's widow, asking for administration of the testator's estate with the will annexed, so far only as it related to the power of appointment. The testator's son was made defendant, and appeared by the receiver. It was admitted that the will was revoked by the testator's second marriage, except so far as it was an exercise of the power, and as such was preserved by section 18 of the Wills Act, 1837. It was stated that the testator's general personal estate was of the value of £1,300. His debts apart from the claims on the policies were £460. The appointed fund was £4,000, and the testator's real estate was worth £2,000. Counsel for the plaintiff said that, since the power was general, the testator made the appointed fund part of his general estate for the payment of his debts. Hence the grant of administration must be general, with the will annexed, only so far as it referred to the appointed fund. The Court always preferred the widow, unless there was a special reason against her (Williams on Executors, 9th ed., p. 354). In this case the defendant, who claimed the grant, was the nominee of Mrs. Wadeson, whose claim against the estate needed to be specially scrutinized. The Court regarded the fact that one of the next of kin was a creditor as a reason against making the grant in his favour: *Webb* v. *Needham* (1823, 1 Add. 494). Counsel for the defendant argued that on the whole estate the interest of the next of kin was much the larger, and the grant ought to be made to the defendant for the use of the son. In *In the Goods of McVicar* (1869, L. R. 1 P. & D. 671), which was a similar case, the grant was made to the next of kin. The grant of administration must, in any case, be limited to the property over which the power extended: *In the Goods of Russell* (1890, 15 P. D. 111). As to the objection that the receiver was the nominee of Mrs. Wadeson, the receiver could only act under the supervision of the Master in Lunacy, who would check him in everything. In reply, it was said that the authority of the Master in Lunacy only arose when the property was found to belong to the person of unsound mind. Till it was so found the receiver had all the powers of an administrator.

HILL, J.—This case relates to the will made in 1902 of a testator who died in July, 1917, having married a second time in the previous December. It is admitted that his will was revoked by this marriage, except so far as it consisted of an appointment in exercise of a power possessed by the testator, but was not revoked so far as it related to that appointment. There is no dispute about that. The only question is who is to be appointed administrator. The contest is between the widow and a person who has been appointed receiver in lunacy of the property of the testator's son by a previous marriage. He is also the son-in-law of a lady who has made a claim of £1,000 against the testator's general estate. If this claim, and another of a similar character, are good, they will exhaust all the free personal estate of the testator, and no one will get anything, except the person who takes under the appointment. On the other hand, if they fail, the widow would take about £800. The appointed fund, as well as the general personal estate, is made subject to the payment of the testator's debts. It is therefore of great importance that these claims should be strictly scrutinized. Under these circumstances it is contended that the widow ought to be appointed administratrix of the general personal estate. On the other hand, it is said that the receiver has an absolute right to a grant of administration, at least so far as relates to what passed under the appointment. It would be most inconvenient to make separate grants as to the two parts of the estate, and I should not take that course unless I were forced to do so. The only question, therefore, is to which of these persons should the grant be made. There is something to be said in favour of each, but on the whole I think the grant must be made to the widow.

Priestley, K.C.—Then it will be a general grant of administration, with so much only of the will annexed as relates to the appointed fund. I submit that the defendant's costs should be paid out of the appointed fund, and the plaintiff's costs out of the whole estate, including that fund.

HILL, J.—The form of grant must be in the form you ask. But the costs of both parties must be paid out of the whole estate, including the appointed fund. That will throw the burden of costs upon each party in proportion to his or her interest.—COUNSEL, for the plaintiff, *Priestley*, K.C., and *Grazebrook*; for the defendant, *Le Bas (Hume Williams*, K.C., with him). SOLICITORS, for the plaintiff, *Bidsdale & Son*, for *Cornish & Forfar*, Liverpool; for defendant, *Field, Roscoe, & Co.*, for *Oliver, Jones, Billson, & Co.*, Liverpool.

[Reported by C. G. TALBOT-PONSONBY Barrister-at-Law.]

New Orders, &c.

Order in Council.

COUNTY COURT CHANGE.

Whereas it is enacted by the County Courts Act, 1888, that it shall be lawful for His Majesty, by Order in Council, from time to time, to order, amongst other things, the discontinuance of the holding of any Court, and the consolidation of any two or more districts:

Now therefore, His Majesty is pleased by and with the advice of His Privy Council to order, and it is hereby ordered, that the holding of the County Court of Gloucestershire held at Chipping Sodbury be discontinued, and that the District of the said Court be consolidated with that of the County Court of Gloucestershire held at Bristol.

This Order shall have effect as from the 1st day of January, 1919.

18th December.

War Orders and Proclamations, &c.

The *London Gazette* of 24th December contains the following, in addition to matter printed below :—

1. An Order in Council, dated 24th December, reciting the Proclamation, dated 10th May, 1917, and made under section 8 of the Customs and Inland Revenue Act, 1879, and section 1 of the Exportation of Arms Act, 1900, and section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited, and ordering as follows :—

> That the articles indicated in the Proclamation of the 10th day of May, 1917, as amended and added to by subsequent Orders of Council, and by the Proclamation of the 18th day of December, 1918, as being prohibited to be exported to all destinations in European and Asiatic Russia and in other foreign countries in Europe and on the Mediterranean, except France and French Possessions, Italy and Italian Possessions and Portugal, and to all ports in any such foreign countries, should be prohibited to be exported to all destinations in European and Asiatic Russia and in other foreign countries in Europe and on the Mediterranean, except France and French Possessions, Italy and Italian Possessions, Belgium, Portugal, Greece, Spain and Morocco, and to all ports in any such foreign countries.

2. A further Notice that licences under the Non-Ferrous Metal Industry Act, 1918, have been granted by the Board of Trade to certain companies, firms, and individuals. The present list contains some twenty-four names.

3. Notices by the Agricultural Wages Board (England and Wales) under the Corn Production Act, 1917, as follows :—

> Variations of the Overtime Rate of Wages on Sundays fixed for Cattlemen, Shepherds and Horsemen in Oxfordshire.
>
> Minimum Rates of Wages fixed for Male Workers under the age of 18 Years in Merioneth and Montgomery, to come into force on the 30th December, 1918.
>
> Proposal to Fix Minimum Rates of Wages for Male Workers under the age of 18 years in Brecon and Radnor.
>
> Proposal to Vary certain Overtime Rates of Wages fixed for Male Workmen under 18 years of age in Oxfordshire.
>
> Proposed Order Varying the Order dated the 6th September, 1918, as to Benefits and Advantages which may be reckoned as Payment of Wages in lieu of Payment in Cash, as follows :—
>
> > The Order of the Agricultural Wages Board, dated the 6th day of September, 1918, as to benefits and advantages which may be reckoned as payment of wages in lieu of payment in cash shall be read and construed as if the following Clause had been inserted therein immediately after Clause 4 thereof :—
> >
> > 4A. Provided that in the case of any matter to be ascertained or determined by a District Wages Committee under this Order, if the District Wages Committee shall have failed to ascertain or determine the same within such period as the Agricultural Wages Board shall consider reasonable for that purpose the same may be ascertained or determined by the said Board.
>
> Determination of the Value of a Cottage as a "Benefit or Advantage" in Buckinghamshire.
>
> Determination of the Value of a Cottage as a "Benefit or Advantage" in Herefordshire.
>
> Determination of the Value of a Cottage as a "Benefit or Advantage" in Northamptonshire.
>
> Determination of the Value of a Cottage as a "Benefit or Advantage" in Somerset.

The *London Gazette* of 27th December contains the following :—

4. An Order in Council, dated 27th December, further amending a Proclamation, dated 10th May, 1917, and made under section 8 of the Customs and Inland Revenue Act, 1879, and section 1 of the Exportation of Arms Act, 1900, and section 1 of the Customs (Exportation Prohibition) Act, 1914, whereby the exportation from the United Kingdom of certain articles to certain or all destinations was prohibited.

The *London Gazette* of 31st December contains no items requiring to be noticed except those printed below.

Admiralty Order.

HYDROGEN ORDER.

Notice of Cancellation.

Notice is hereby given, that the Lords Commissioners of the Admiralty have cancelled as from the date hereof the Hydrogen Order made by them on 11th June, 1918 [62 SOLICITORS' JOURNAL, p. 623]. The Order was published in the *London Gazette* on 14th June, 1918.

30th December. [*Gazette*, 31st December.

Board of Trade Orders.

THE ARTICLES OF COMMERCE (RELAXATION OF RESTRICTIONS) ORDER, 1918.

Whereas the Board of Trade have from time to time made Orders under the powers vested in them by Regulations 2F to 2JJ of the Defence of the Realm Regulations relating to various articles of commerce;

And whereas it is expedient to make provisions for the revocation of such Orders in manner hereinafter appearing;

Now therefore, the Board of Trade, in exercise of the powers conferred upon them by the Defence of the Realm Regulations, hereby order as follows :—

1. Any Order made by the Board of Trade under Regulations 2E or 2F to 2JJ of the Defence of the Realm Regulations or any part of or provisions in any such Order shall cease to have effect from such date as may be specified in a notice relating thereto signed by the President, a Secretary, or an Assistant Secretary of the Board, subject to such conditions, if any, as may be specified in such notice; provided that nothing herein or in such notice shall affect or prejudice any matter or thing done or suffered, proceeding taken, or penalty incurred under such Order before the date when it ceases to have effect.

2. This Order may be cited as The Articles of Commerce (Relaxation of Restrictions) Order, 1918.

21st December. [*Gazette*, 24th December.

REVOCATION OF THE LIGHTING, &c., ORDER, 1918.

Pursuant to the provisions of the Articles of Commerce (Relaxation of Restrictions) Order, 1918, the Board of Trade give notice that the Lighting, Heating and Power Order, 1918 (62 SOLICITORS' JOURNAL, p. 442), will cease to have effect from the 23rd day of December, 1918.

[*Gazette*, 24th December.

THE LOCAL FUEL AND LIGHTING JOINT COMMITTEES (AUDIT OF ACCOUNTS) ORDER, 1918.

Whereas by virtue of the Household Fuel and Lighting Order, 1918, two or more local authorities in England and Wales have power to unite for the purpose of carrying out the duties imposed upon them by the said Order, and in such case to appoint a local Fuel and Lighting Committee for the united district;

And whereas by virtue of the Household Fuel and Lighting (Scotland) Order, 1918, two or more local authorities in Scotland have power to combine for the purpose of carrying out the duties imposed upon them by the said Order, and to appoint a Joint Local Fuel and Lighting Committee.

And whereas it is expedient to make provision for the audit of the accounts of such Committees (hereinafter referred to as Local Fuel and Lighting Joint Committees).

Now, therefore, in exercise of the powers conferred upon them by Regulations 2J (1) and 2JJ of the Defence of the Realm Regulations, the Board of Trade, in pursuance of an arrangement made by them with the Local Government Board and the Secretary for Scotland, hereby order as follows :—

(1) The accounts of the receipts and expenditure of Local Fuel and Lighting Joint Committees appointed by two or more local authorities in England and Wales in pursuance of the Household Fuel and Lighting Order, 1918, shall be made up yearly to the 31st day of March, the first account being made up to the 31st March, 1919, and shall be audited by a district auditor, and the enactments relating to audit by district auditors of accounts of urban district councils and their officers, and to all matters incidental thereto and consequential thereon, shall apply to the audit of the said accounts.

(2) The accounts of the receipts and expenditure of Local Fuel and Lighting Joint Committees appointed by two or more local authorities in Scotland in pursuance of the Household Fuel and Lighting (Scotland) Order, 1918, shall be made up yearly to the 31st day of March, the first account being made up to the 31st March, 1919, and the accounts shall be audited by an auditor appointed by the Secretary for Scotland, who may in case of dispute fix the fee to be paid for the audit.

(3) This Order may be cited as the Local Fuel and Lighting Joint Committees (Audit of Accounts) Order, 1918.

23rd December. [*Gazette*, 24th December.

ARTICLES OF COMMERCE (RELAXATION OF RESTRICTIONS) ORDER, 1918.

Notice is hereby given, that from the 1st day of January, 1919, the following Orders made by the Board of Trade under the powers vested in them by Regulations 2E and 2F to 2JJ of the Defence of the Realm Regulations are revoked and shall cease to have effect:—

Export of Timber (Ireland) Order, 1917.
Packing Case and Lapping Board Order, 1918.

27th December. [*Gazette*, 31st December.

THE TIMBER CONTROL ORDER (AMENDMENT NO. 3) ORDER.

The Board of Trade, deeming it expedient to make further exercise of the powers conferred upon them by the Defence of the Realm Regulations as respects timber, hereby order as follows:—

1. Paragraph 1 of the Timber Control Order, 1918, is hereby amended by the addition of the words following:—

As from the 1st January, 1919, no permit shall be required to buy or sell or enter into any transaction or negotiation in relation to the sale, purchase or transport of hardwood timber outside the United Kingdom for delivery to places outside the United Kingdom.

2. Paragraphs 2, 15 and 16 of the Timber Control Order, 1918, are hereby revoked, without prejudice to any act or matter done or suffered or to any proceeding or prosecution instituted thereunder.

3. Paragraph 4 of the Timber Control Order, 1918, is hereby amended by the deletion therefrom of the words following:—

"Sales by a merchant to a merchant without a permit are prohibited."

27th December. [*Gazette*, 31st December.

THE RATTAN AND MALACCA CANES (NO. 2) ORDER, 1918.

1. The Rattan and Malacca Canes Order, 1918, dated the 20th March, 1918, is hereby revoked without prejudice to any act or matter done or suffered or to any proceeding or prosecution instituted thereunder.

2. From the date hereof no person in the United Kingdom shall buy or sell or enter into any negotiation or transaction for the sale, purchase, or transport of Rattan or Malacca Canes outside the United Kingdom for importation into the United Kingdom (other than walking sticks or other articles manufactured before the date of this Order) except under and in accordance with the terms of a permit granted by or on behalf of the Controller of Timber Supplies.

3. This Order may be cited as the Rattan and Malacca Canes (No. 2) Order, 1918.

27th December. [*Gazette*, 31st December.

Ministry of Munitions Orders.

THE ALUMINIUM SUSPENSION ORDER, 1918.

In reference to the following Orders made by the Minister of Munitions, namely:—

The Aluminium Order, 1916, dated the 2nd December, 1916.
The Aluminium (Returns) Order, 1917, dated the 17th February, 1917.
The Aluminium (Scrap and Swarf) Order, 1917, dated the 28th February, 1917,

the Minister of Munitions hereby orders as follows:—

(1) The Operation of the said Orders is hereby suspended on and after 24th December, 1918, until further notice.

(2) Such suspension shall not affect the previous operation of the said Orders or any of them, or the validity of any action taken thereunder, or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Orders prior to such suspension, or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as the Aluminium Suspension Order, 1918.

24th December. [*Gazette*, 24th December.

THE REFRACTORY MATERIALS (MAXIMUM PRICES) (REVOCATION) ORDER, 1918.

In reference to the following Order made by the Ministry of Munitions, namely:—

The Refractory Materials (Maximum Prices) Order, 1918, dated the 19th November, 1918,

the Minister of Munitions hereby orders as follows:—

(1) As from the 31st December, 1918, the said Order is hereby revoked.

(2) Such revocation shall not affect the previous operation of the said Order, or the validity of any action taken thereunder, or the liability to any penalty or punishment in respect of any contravention or failure to comply with the said Order prior to such revocation, or any proceeding or remedy in respect of such penalty or punishment.

(3) This Order may be cited as the Refractory Materials (Maximum Prices) (Revocation) Order, 1918.

24th December. [*Gazette*, 24th December.

Ministry of National Service Order.

THE MINISTRY OF NATIONAL SERVICE ORDER, 1917 (AMENDMENT), ORDER, 1918.

Whereas it is enacted by section 1 of the Ministry of National Service Act, 1917, that it shall be lawful for His Majesty to appoint a Minister of National Service under the title of Director-General of National Service (hereinafter referred to as the Director-General) who shall have such powers and duties of any Government department or authority, whether conferred by statute or otherwise, as His Majesty may by Order in Council transfer to him or authorize him to exercise or perform concurrently with or in consultation with the Government department or authority concerned:

And whereas it is provided by section 13 of the New Ministries and Secretaries Act, 1916, as applied by sub-section (2) of section 2 of the Ministry of National Service Act, 1917, that on the termination of a period of twelve months after the conclusion of the present war, or such earlier date as may be fixed by His Majesty in Council, any powers or duties which have been transferred to the Director-General under the last-mentioned Act, shall, without prejudice to any action taken in pursuance of those powers and duties, revert to the department or authority from which they were transferred:

And whereas by virtue of section 14 of the new Ministries and Secretaries Act, 1916, as applied by sub-section (2) of section 2 of the Ministry of National Service Act, 1917, any Order in Council made for the purposes of the last-mentioned Act may be added to, varied or revoked by a subsequent Order in Council:

And whereas by Order in Council made the twenty-third day of October, nineteen hundred and seventeen, the powers and duties of the Army Council or the Secretary of State under certain enactments mentioned in Part I. of the Schedule to the said Order were transferred to the Diector-General, and the Director-General was authorized to exercise concurrently with the Army Council or the Secretary of State, as the case might be, the powers conferred by certain enactments mentioned in Part II. of the Schedule to the said Order:

And whereas it is expedient that the said Order should be varied in manner hereinafter ordered:

Now, therefore, His Majesty, in pursuance of the powers conferred on Him by the said recited Acts, and of all other powers enabling Him in that behalf, is pleased, by and with the advice of His Privy Council, to order, and it is hereby ordered, as follows:—

1. The said Order in Council of the twenty-third day of October, nineteen hundred and seventeen, is hereby revoked except in so far as it relates to the transfer to the Director-General of the powers and duties of the Army Council under the enactments mentioned in Part I.

of the Schedule to this Order, and the powers and duties conferred and imposed on the Army Council or Secretary of State by the enactments mentioned in Part I. of the Schedule to the said Order, other than the enactments mentioned in Part I. of the Schedule to this Order, and now by virtue of the said Order vested in the Director-General, shall as from the date on which this Order comes into operation revert to the Army Council and the Secretary of State, respectively.

2. The Director-General may exercise concurrently with the Army Council or Secretary of State as the case may be, the powers conferred by the enactments mentioned in Part II. of the Schedule to this Order, and those enactments shall accordingly be construed and have effect as if the Director-General were specified therein in addition to the Army Council or the Secretary of State as the case may be.

3. A reference to any of the enactments mentioned in the Schedule to this Order shall be deemed to include a reference to any of those enactments as applied to any other subject matter by any other enactments.

4. This Order shall come into operation on the 18th day of December, 1918.

5. (1) This Order may be cited as the Ministry of National Service Order, 1917 (Amendment) Order, 1918.

(2) The Interpretation Act, 1889, applies to the interpretation of this Order as it applies to the interpretation of an Act of Parliament.

18th December.

SCHEDULE.

PART I.

Enactments relating to Powers and Duties, Transfer of which is not revoked.

Enactment.	Subject-matter of Enactment.	Authority under Enactment.
The Military Service Act, 1916:		
s. 2 (2) ...	Powers in relation to certificates of exemption.	The Army Council
s. 3 (1) ...	Powers in relation to certificates of exemption.	The Army Council
Second Schedule (provision as to appeal).	Power to authorise appeals ...	The Army Council
The Military Service Act, 1916 Sess. 2):		
s. 10 (1) ...	Power to authorise persons to require production of certificates of exemption	The Army Council

PART II.

Enactments relating to Powers to be exercised concurrently.

Enactment.	Subject matter of Enactment.	Authority under Enactment.
The Army Act:		
s. 80 (1)	Power to authorise form of notice to recruits	The Army Council
s. 80 (4) (*a*) ...	Power to authorise form of attestation paper	The Army Council
s. 82 (1)	Power to make general or special regulations as to recruiting	The Army Council
s. 93	Power to make general or special orders as to recruiting	The Army Council
s. 95 (1)	Duty in relation to enlistment of aliens	The Secretary of State
s. 100 (3) ...	Power and duty to consider claims for discharge on ground of invalid attestation, &c.	The Army Council
s. 101	Exercise of powers of competent military authority	The Army Council
s. 167 (1) ...	Power to authorise summary proceedings in Scotland	The Army Council
The Reserve Forces Act, 1882:		
s. 12 (2)	Power and duty in relation to calling out the reserve forces	The Secretary of State
s. 20, so far as the powers conferred thereby relate to recruiting enlistment, the calling up of the reserve forces, exempting from service, or otherwise to the provision of men for the army	Powers in relation to regulations as to reserve forces	The Secretary of State
s. 24 (4)	Power to require constables, &c., to conform with orders and regulations	The Secretary of State

[*Gazette*, 20th December.

Food Orders.

THE RATIONING ORDER, 1918.

General Licence.

The Food Controller hereby authorizes all manufacturers of jam to deliver against any voucher issued under the above Order to a catering establishment or an institution jam beyond the amount specified in the voucher, to such extent as may be necessary to enable delivery to be made in a usual complete package: provided that the excess amount shall be deducted on the occasion of the next delivery.

The Food Controller further hereby authorizes all persons concerned to take delivery of jam pursuant to the terms of this licence.

25th November.

THE MILK (RESTRICTION IN ESTABLISHMENTS) ORDER, 1918.

1. (*a*) No milk shall be served in any catering or residential establishment or served for consumption on the premises in or at any milk shop, dairy shop, stall or similar place, or consumed in any such establishment, shop, stall or place, as or as part of a beverage except with tea, coffee, cocoa, or chocolate as usually served.

(*b*) This provision shall not apply to:—

(i) Milk supplied by the caterer to any person residing in the catering establishment, or supplied to any person residing in the residential establishment, during the period and up to the amount mentioned on a certificate of a duly qualified medical practitioner which states that the person residing in the catering or residential establishment needs the milk for such period in the interest of his health.

(ii) Milk supplied at any school to any person under 18 years of age, whether residing at the school or not; or

(iii) milk supplied to children under 10 years of age.

Provided that nothing in this clause shall prevent the consumption of milk at any establishment, dairy, shop, or similar place by the person carrying on the same, if residing therein, or any resident member of his household.

2. *Restriction on total quantity of milk used in or by any catering establishment.*]

3. *Registers to be kept at catering establishments.*]

4. (*a*) Clauses 2 and 3 of this Order shall not apply to any catering establishment which is for the time being exempted from this Order by or under the authority of the Food Controller.

(*b*) Until further notice, Clauses 2 and 3 shall not apply to any school.

5. For the purposes of this Order the expressions "Catering Estab-

lishment," "Residential Establishment," and "week" shall severally have the same meanings as they have in the Rationing Order, 1918.

Milk shall include in addition to milk ordinarily so called, butter milk, separated milk and skimmed milk, but shall not include condensed milk, dried milk or milk preparations.

6. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

7. Clause 35 of the Rationing Order, 1918, as amended by Clause 5 of the Order amending the same, dated the 15th October, 1918 [S. R. & O. Nos. 894 and 1318 of 1918], is revoked as at the 8th December, 1918, but without prejudice to any proceedings in respect of any contravention thereof.

8. (*a*) This Order shall be cited as the Milk (Restriction in Establishments) Order, 1918.

(*b*) This Order shall come into force on 8th December, 1918.

(*c*) This Order shall not apply to Ireland.

30th November.

[We are obliged to hold over several Food Orders.]

Temporary Whitley Councils.

The activities of the Ministry of Reconstruction in the formation of Interim Industrial Reconstruction Committees, or temporary Whitley Councils, as they are sometimes called, will be resumed after the holiday period, and full trade conferences have been arranged as follows:—

(1) For the tubes industry, at the Grand Hotel, Birmingham, on 8th January, at 2.30 p.m.

(2) For the paper making industry, at the Ministry of Reconstruction, on 9th January, at 11 a.m.

Mr. E. J. P. Benn, Chief Trade Organisation Commissioner of the Ministry of Reconstruction and Chairman of the Industrial Reconstruction Council, will preside at both meetings. It is hoped that they will be fully representative of the trades as a whole, both workers' and employers' representatives taking their part.

During the past few weeks seven additional Interim Industrial Reconstruction Committees have been formed in the following trades:—(1) Artificial Stone; (2) Brass and Copper; (3) Women's Light Clothing; (4) Lead Mining; (5) Lead; (6) Zinc and Spelter, (7) Sugar Refining, bringing the number of these committees now at work to twenty-nine. They are giving valuable help to the Government on such matters as demobilization, re-instatement, provision of raw materials, priority and other urgent problems.

Societies.

Law Students' Debating Society.

NOTICE OF EXTRAORDINARY GENERAL MEETING.

In consequence of the cessation of hostilities it is felt that the time has now come for a resumption of the meetings of the society, which were suspended temporarily at a meeting held on 6th October, 1914, and an extraordinary general meeting will therefore be held at the Law Society's Hall, Chancery-lane, on Tuesday, 14th January, 1919, for the purposes of (1) considering (a) the resumption of meetings and (b) ways and means, and (2) electing provisional officers and committee.

This being the first meeting of the society since 6th October, 1914, and having regard to the nature of the business to be discussed, *it is hoped that every available member will do his utmost to attend* this meeting, and thus give the society a good "send-off" on the renewal of its activities.

1st January, 1919.

The King at the Temple Church.

The King and Queen celebrated the last Sunday of the old year by attending morning service at the historic church in the Temple, remaining till the end of a long but interesting celebration, and then making a tour of the Middle Temple Hall and other buildings. They were accompanied by Princess Mary, Prince Henry and Prince George.

The Royal visitors, says the *Times*, drove from Buckingham Palace in open carriages, and reached the Temple by the Embankment approach. They were received at the Benchers' entrance to the church by Lord Mersey, Dr. Barnes (Master of the Temple), Mr. J. W. Lowther, M.P., and other Benchers of the Middle and Inner Temples, and were conducted to seats near the Reader's desk. Very few people witnessed the arrival, but the church was filled to its utmost capacity, many members of the congregation being able only to secure standing room.

The service opened with an unaccompanied carol by the surpliced choir, standing in a circle at the western end of the chancel. When they had finished and had gone to their usual places two verses of the National Anthem were sung by choir and congregation together. The singing of the Anthem was noteworthy for its beauty.

The Master of the Temple (Dr. Barnes), preaching on the victory of the Allies—"God hath given us the victory"—said that when the Long Vacation began five months ago no signs of early victory were discernible. The great triumph might be regarded as a vindication of the cause of righteousness. It was the gift of God, the overruling of the forces of the world by a divine Providence. We were justly proud to claim that our triumph was the triumph of righteousness, but we must not deceive ourselves. Our debt to God was so great, and our reliance on Him so absolute, that we should be humbled at the contemplation of our own share in the achievement of victory. What if there had been failure instead of success? It would be pharisaical to nurse self-satisfaction and to ignore the possibility that highly organized aggression might have gained the upper hand. Let them pray that they might use the victory aright.

Germany, he suggested, had already begun to seek for unity as a basis for a new order of things, and had realized the completeness of the failure of the old system. Nations as well as individuals could repent, and it was a mistake to suppose that the spirit of a nation could not change. He believed that the indications were that a new Germany would arise from the present confusion, and the idea of a new world must not be dismissed as visionary. Bolshevism could hardly continue to appeal permanently to any enlightened people, for education was a real safeguard, and he believed that it would preserve Germany from ultimate and utter collapse. The signing of the Peace Treaty ought to mark, and probably would mark, the beginning of a new era of reconciliation of the nations. Justice should be demanded, but history proved that one of the most potent factors in politics was magnanimity, and, while we might not find it easy to forgive, we must not forget that only by love could the world be redeemed.

On leaving the church the Royal visitors walked across to the Middle Temple, passed into the Great Hall, and were conducted on a tour of inspection by Lord Finlay (Lord Chancellor), Lord Reading, Lord Mersey, Mr. Lowther, and other distinguished Benchers. They examined with interest the historic building and its appointments, and took particular notice of a portrait of the late King, which was presented to the Temple by him during his Mastership, when he was Prince of Wales.

International Law.

The following letter by Professor Holland appeared in the *Times* of 23rd December:—

Sir,—Demands for the punishment of the ex-Kaiser have produced many "curiosities of literature," sometimes even over the signatures of men deservedly respected as authorities upon subjects which they have made their own; but *ne sutor supra crepidam*. Dr. Holland Rose, for instance, wrote of the Kaiser as guilty of "an indictable offence." Sir Herbert Stephen naturally protests against this misuse of terminology, which is, indeed, far more specifically erroneous than was the popular application, which you allowed me to criticize, of the terms "murder" and "piracy" to certain detestable acts perpetrated under Government authority. He goes on to give an elaborate, though perhaps hardly necessary, explanation that breaches of that generally accepted body of

rules to be followed by States *inter se*, which is known as "international law," can be enforced, in the last resort, only by hostile State action—a fact which he seems to suppose may entitle him to qualify the rules as "a mockery."

Sir Herbert then proceeds to give an account of the so-called "private international law" which surely needs revision for the benefit of any "man in the street" who may care to hear about it. Sir Herbert defines it as "that part of the law of each separate country, as administered in its own Courts, which deals with international matters," and he enumerates as such matters "prize, contraband, blockade, the rights of ambassadors." In fact, none of these matters are within the scope of "private international law," but are governed by "(public) international law," non-compliance with which by the Courts or subjects of any State is ground for complaint for the Government of any other State thereby wrongfully affected.

The so-called "private international law," better described as "the conflict of laws," deals, in reality, with the rules which the Courts of each country apply, apart from any international obligation, to the solution of questions, usually between private litigants, in which doubt may arise as to the national law by which a given transaction ought to be governed—*e.g.*, with reference to a contract made in France, but to be performed in England. There is here a "conflict," or "collision," of laws, and it is decided in accordance with rules adopted in the country in which the litigation occurs. These rules have no "international" validity, and the term is applied to them, merely in a popular way, to indicate that a Court may have in some cases to apply the law of a country other than that in which it is sitting. The unfortunate opposition of "public" to "private" international law has to answer for much confusion of thought. "International law," properly so called, has, of course, no need to be described as "public" to distinguish it from rules for solving the "conflicts" of private laws, which are "international" rules only in the sense that laws are sometimes applied in countries other than those in which they are primarily binding.—I am, Sir, your obedient servant,

T. E. HOLLAND.

Oxford, 19th December.

Obituary.

Mr. A. E. Greville.

Mr. ARTHUR E. GREVILLE, solicitor, who died at St. Helens, Isle of Wight, on Christmas morning, aged seventy-two years, was formerly in practice at Towcester, Northamptonshire, and at Staple-inn, London. He was, says a correspondent writing to the *Times*, the inventor of the Greville electro-thermic treatment, which is still in use at Harrogate, Bath and Buxton. Science was his hobby, and as the outcome of experiments made in the workshops attached to his isolated island residence, the Ferry House, at the Duver, St. Helens, he rendered assistance in defence against hostile submarines and aircraft. He made many experiments years ago with man-lifting kites and captive balloons, and had made successful balloon ascents over the Alps.

Mr. William Charles Howe.

Mr. WILLIAM CHARLES HOWE, of 22, Chancery-lane, London, and "St. Clare," Caversham-avenue, Palmer's Green, Middlesex, senior member of the firm of Howe & Rake, died on the 23rd November last at a nursing home, after a short, painful illness, aged seventy-four years. He was admitted in 1879. Outside his legal attainments, Mr. Howe possessed a large store of knowledge on matters scriptural, historical, literary and biographical. The business will be carried on by the surviving partners, Mr. Aubrey William Rake and Mr. William John Bloomfield Howe.

Legal News.

Business Change.

Messrs. Ince, Colt, Ince, & Roscoe, of St. Benet-chambers, Fenchurch-street, London, have, as from the 1st of January, 1919, admitted into partnership Mr. ERNEST EDWARD WILSON, who has been closely associated with them for the last six years. Mr. Wilson is an Examiner in Admiralty.

General.

Several jurymen summoned to attend the Reading Quarter Sessions on Monday from Faringdon wrote to the High Sheriff pointing out the curtailment of the train service, and saying that the court must be fixed at an hour that would enable them to arrive in time by train. The chairman, Sir Reginald Acland, K.C., called this "extraordinary impertinence," and fined two jurymen who arrived late £2 each.

At Bow-street Police Court, before Mr. Graham Campbell, last week, Lewis Jones, an accountant, of Chaucer-road, Forest Gate, was summoned for unlawfully pretending to be a solicitor. Mr. R. Humphreys, says the *Times*, for the Law Society, said that the accusation against the defendant was that, on 17th September, when a certain summons for summary judgment in an action in the High Court came before one of the Masters in Judges' Chambers, he appeared and applied for an adjournment, representing himself to be the solicitor of one of the parties. To the managing clerk of the solicitor on the other side he gave his name as G. Marshall. The defendant now denied having stated that he was a solicitor, and said that he was only acting at the time as a friend of the party for whom he appeared. He got nothing out of it for himself. He gave the name of Marshall because that was the name he was known by among some of his friends. If he gave the impression to anyone that he was a solicitor, he was prepared to express his regret and apologise to the court. Mr. Graham Campbell ordered the defendant to pay a fine of £10 and five guineas costs, and allowed a month for payment; in default, sixty-two days' imprisonment.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 24.

ACRE STEEL CO, LTD.—Creditors are required, on or before Jan. 31, to send in their names and addresses, and full particulars of their debts or claims, to Alfred William Browne, 57 & 58, Long Acre, liquidator.

CASTLE STEAM TRAWLERS, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan. 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Fred Harris, Bank chmbrs, Parliament st, Hull, liquidator.

LIVERPOOL BARYTES CO, LTD.—Creditors are required, on or before Jan 21, to send their names and addresses, and particulars of their debts or claims, to Elliot Tennent Nicholson, 24, North John st, Liverpool, liquidator.

MACIVER STEAMSHIP CO, LTD.—Creditors are required, on or before Jan 20, to send their names and addresses, and particulars of their debts or claims, to Mr. Benjamin Cookson, 6, Castle st, Liverpool, liquidator.

VARLEY & CO, LTD.—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Harry Duxbury Myers, Barclay's Bank chmbrs, North st, Keighley, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Dec. 27.

MODEL STEAM LAUNDRY CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to John Samuel Crawford Taylor, Russell bldgs, St. Mary st, Swansea, liquidator.

NEW GOLD PROPRIETARAY MINES, LTD.—Creditors are required, on or before Jan 24, to send in their names and addresses, and the particulars of their debts or claims, to J. Paxton Clarkson, 16, Devonshire sq, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Dec. 31.

INTERNATIONAL LINE STEAMSHIP CO, LTD.—Creditors are required, on or before Feb 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Marwood, 43, Flowergate, Whitby, York, liquidator.

LAMBOURNE, WOOLLARD & CO, LTD.—Creditors are required, on or before Feb 11, to send their names and addresses, and the particulars of their debts or claims, to Alfred Hargood, Lower Gates, Rochdale, liquidator

PREMIER STEAM FISHING CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Jan 31, to send in their names and addresses, and particulars of their debts and claims, to William Robson Boyd, 67, Cleethorpe rd, Lincoln, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, Dec. 24.

H M Westwood Cycle Co, Ltd.
John Hardman & Brothers (Dyers), Ltd.
Acre Steel Co, Ltd.
Sleaford & Kesteven High School for Girls, Ltd.
Devon Steam Trawling Co, Ltd.
Scarwood Estate Co, Ltd.
Martin's Bank, Ltd.
Grimsby Carting Co, Ltd.
Wheway Optical Co, Ltd.
Liverpool Barytes Co Ltd.
Port of Plymouth Fishermen's Insurance Society, Ltd.
Patent Degreasing Co, Ltd.
Cinnamon Hippo Co, Ltd.
New Ravenswood, Ltd.
Rion Steamship Co, Ltd.
Kura Steamship Co, Ltd.
Aras Steamship Co, Ltd.
Surum Steamship Co, Ltd.

London Gazette.—FRIDAY, Dec. 27.

Oliver Bushell & Co, Ltd.
Queen's Park Hotel Co, Ltd.
Uniklnema, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 24.

CAWOOD, FLORA, Guildford, Surrey Jan 25 Purdue v Cawood, Eve, J Charles Wigan, Norfolk House Victoria Embankment

SHEEHAN, DAVID, Gorleston Jan 29 Ruddock and Another v Sheehan and Others, Peterson, J Richard Turner Ruddock, Hall Plain, Great Yarmouth

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 24.

ARMSTRONG, ELIZABETH, Great Asby, Westmorland Jan 25 John Richardson, Appleby
BONNETT, HANNAH, Cambridge Feb 15 Whitehead Todd, Cambridge
BRASSEY, ALBERT, Chipping Norton, Oxon Jan 31 Norton Rose, Barrington & Co, 57½, Old Broad st
BRAWN, WILLIAM, London rd, Forest Hill Feb 10 Sandom, Kersey & Tilleards, 5, Talbot ct
BROADBENT, FREDERICK, Pudsey, Yorks, Forgeman Jan 21 Barret & Curtis Otley
CAMM, THOMAS, C derby, nr Doncaster, Farmer Jan 18 Taylor & Capes, Doncaster
CHUMLEY, TOM, Nigel rd, Peckham, Engineer Jan 25 C W Dommett & Son, 66, Gresham st
COMLEY, MARY, Birmingham Jan 24 Edwin Jaques & Sons, Birmingham
CROOME, NATHANIEL WILLIAM, Bethune rd, Stoke Newington, Fish Salesman Feb 1 Forbes & Son, 19, Mark la